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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/051,000	01/22/2002	Frank J. Snow		7785

7590 02/23/2006

FRANK J. SNOW  
303 SPOTSWOOD ROAD  
LOCUST GROVE, VA 22508

EXAMINER

VIG, NARESH

ART UNIT PAPER NUMBER

3629

DATE MAILED: 02/23/2006

Please find below and/or attached an Office communication concerning this application or proceeding.



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**MAILED**

FEB 23 2006

**GROUP 3600**

**BEFORE THE BOARD OF PATENT APPEALS  
AND INTERFERENCES**

Application Number: 10/051,000  
Filing Date: January 22, 2002  
Appellant(s): SNOW, FRANK J.

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Frank J. Snow  
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed 12 December 2005 appealing from the Office action mailed 16 September 2005.

**(1) Real Party in Interest**

A statement identifying by name the real party in interest is contained in the brief.

**(2) Related Appeals and Interferences**

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

**(3) Status of Claims**

The statement of the status of claims contained in the brief is correct.

**(4) Status of Amendments After Final**

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

**(5) Summary of Claimed Subject Matter**

The summary of claimed subject matter contained in the brief is correct.

**(6) Grounds of Rejection to be Reviewed on Appeal**

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

**(7) Claims Appendix**

The copy of the appealed claims contained in the Appendix to the brief is correct.

**(8) Evidence Relied Upon**

- Information on [www.moonshop.com](http://www.moonshop.com), 1998 - 2000, printed through [www.archive.org](http://www.archive.org), date is in the URL of the web page in YYYYMMDD format
- Galaty, Allaway, Kyle, "Modern Real Estate Practice", 15 Edition, (c) 2000

**(9) Grounds of Rejection**

Applicant has not claimed definitive steps in the method claims. The following ground(s) of rejection are applicable to the appealed claims:

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 17 – 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over MoonShop.com in view of "Modern Real Estate Practice" by Galaty et al. hereinafter known as Galaty.

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Regarding claim 17, MoonShop teaches system and method of doing business offering for sale a documentation package covering a lunar land property parcel..

MoonShop teaches:

developing, producing, assembling, and offering for sale a documentation package covering a lunar land property parcel [MoonShop page 3]. Contents of the documentation in the package is a business choice. Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that MoonShop is capable for providing contents on documentation as desired by a business. Both MoonShop and applicant produce a phony document. Design, layout and contents of the document are not patentably distinguishable over prior art because applicant is claiming method of assembling a creating a document. MoonShop assembles and creates a document which meets their business and design requirements. One of ordinary skill in the art can modify teaching of MoonShop to assemble and created documents to meet their business and document design requirements.

MoonShop does not teach developing a plan of subdivision of the lunar globe into a decreasing size sequence of regions, sections, blocks and parcels. However, MoonShop teaches indicating a portion of the large area image corresponding to the local area image [MoonShop page 10]. Galaty teaches system and method for subdivision of the land into a decreasing size sequence or regions, sections, blocks and parcels [Galaty, page 130 – 143]. It is a business choice to decide how to subdivide the property. Official notice it taken that it would have been obvious to one of ordinary skill

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in the art at the time the invention was made that MoonShop in view of Galaty is capable of subdivision of land to identify the parcel of land using the coordinates, directional distance from a reference starting point etc to meet requirements of a business.

MoonShop in view of Galaty teaches:

establishing the use of map and photographic imagery, in paper and/or digital electronic form, as part of the documentation package, that have been determined to be publicly available from the U.S. Government [MoonShop page 2 – 10];

establishing a computer-useable database, herein defined as a Master Map and Chart Set of the Lunar Tract, of all parcel locations, as determined from lunar subdivision into the area sequence of regions, sections, blocks, and parcels (design choice to decide what technology to use for implement a system to meet requirements of a business);

establishing an inventory of individual lunar parcels, to be drawn from the above parcel locations database [MoonShop page 2 – 10];

establishing the offering for sale of a documentation package for individual lunar parcels [MoonShop page 2 – 10];

establishing a computer-useable registry, defined herein as the Lunar Claim Registry, whose uses will include that of maintaining a record of original ownership of a Deed of Claim, and any subsequent ownership of the deed where such information is made available to the registry operator [MoonShop page 2 – 33];

establishing the use of copyright protection of the Lunar Claim Registry, with its Deed of Claim ownership data contents, as a method for achieving data storage in the U.S. Archives (business choice) [MoonShop page 2 – 10];

establishing an organization of members, in the form, for example, of a Lunar Claim Society, whose focus is the provision of information of common interest to Deed of Claim owners [MoonShop page 3 – 4];

Regarding claim 18, MoonShop in view of Galaty teaches operations are applied to a planetary land property parcel where such planetary land has been subject to a program of exploration and survey by the U.S. Government (Galaty teaches survey of land) [Galaty page 355 – 356].

#### **(10) Response to Argument**

In response to appellant's argument that it is hindsight by "one skilled" to conclude that "one skilled" could anticipate the specific documentation contents of a business method invention that includes the specific novel creation of the form and content of a Deed of Claim that does not convey property.

However, appellant is claiming to sell a promise that government may choose to recognize a land grant claimant's ownership of the Deed of Claim for a specific land parcel, and, appellant has not demonstrated that they are legally authorized by the ~~and~~ authorizing authority (e.g. government) to sell such a promise to appellants clients.

In response to appellant's argument that Appellant offers that this specifically selected parcel size is novel and unique in that such parcel size is the smallest size capable of suitable resolution of the location and boundary of the parcel when overlaid on publicly available detailed lunar charts prepared for the Apollo Program.

However, MoonShop in view of Galaty teaches that a parcel of real estate can be subdivided in plurality of ways, and subdivided lots can have same size or variety of sizes and shapes [see Galaty Reference].

In response to appellant's argument that appellant's present business method invention employs the novel concept of a deed of claim that precisely and accurately describes the location and bounds of a specific land property parcel, but does not convey the specific parcel.

However, MoonShop teaches to describes the location and bounds of a specific land property parcel. MoonShop teaches to have legal basis to sell properties on Moon [MoonShop page 14, bottom 6 lines]. Appellant does not claim to have legal rights to sell the property on the moon, therefore, appellant cannot convey the specific parcel in a real estate transaction.

In response to appellant's argument that Appellant offers that MoonShop is in the business of conveying property and appellant is not in the business of conveying property. As a result, there is no basis for examiners conclusion that having a knowledge of the business method of MoonShop by "one skilled" would motivate and



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enable "one skilled" to render obvious the contents on (appellants non-conveyance business method) documentation as desired by a business.

However, appellant is claiming a non functional data in the instant method claim, and as responded to earlier, appellant is selling a promise (an item for sale) whereas MoonShop claims to sell land on Moon (an item for sale).

In response to appellant's argument that appellant does not "produce a phony document" since appellant's present invention, claim 17, indicates that appellant does not own the moon [page 30, line 3 - 5 ] and appellant does not offer to sell or convey lunar property [page 30, line 10 -16].

However, as responded to earlier, appellant is selling a promise that the Government may choose to recognize a land grant claimant's ownership of the Deed for a specific land parcel as an essential element of the claimants request for the specific land parcel (promise is an item for sale by the appellant) [claim 17, limitation 6]. This is a phony document because appellant has not demonstrated their authority for selling the promise as claimed by the appellant.

In response to appellant's argument that appellant has taken to make clear in both the specification and claim 17 that appellant does not own lunar land and does not offer lunar land for sale and conveyance.

However, as responded to earlier, appellant has not demonstrated that they are authorized to sell promise Deed of Claim which the government may choose to recognize.

In response to appellant's argument that it is hindsight to conclude that "one skilled", having a knowledge of MoonShop in view of Galaty, is capable of rendering obvious the novel and very specifically described map and photographic imagery presented by appellant in claim 17 of the present invention.

However, appellant is claiming a non functional data in a method claim, and, MoonShop teaches map and photographic imagery for the moon (Lunar Map) [MoonShop, page 6].

In response to appellant's argument that it is hindsight to conclude that "one skilled", having a knowledge of MoonShop in view of Galaty, is capable of rendering obvious the novel and very specifically described Master Map and Chart Set of the Lunar Tract presented by appellant in the specification and claim 17 of the present invention.

However, it is old and known that county and city government maintain land records including plats to prevent encroachment. Examiner has attached some samples of registered plats available from county government.

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MONTGOMERY COUNTY.

*Addition to all  
I Can get (The)*

Acres *29<sup>3</sup>/<sub>4</sub>*

SURVEYED FOR

*Charles Penn*  
*10 Sept. 1794*

Returned *20 Feby. 1795*

Ex'd. and Passed *Feby 21 1795*

Comp. \$..... Pd.....

PATENTED TO

*Charles Penn*

*2 Dec. 1795*

Rec. of Cert. *L.C. No. 16 of 258*

Rec. of Patent *L.C. No. 2 of 38*

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State of Maryland, Montgomery County Sec - By Virtue of a  
Common an Warrant granted out of the Land Office for the Western  
Shore of this State unto John Dorsey of John of Anna Rundell  
County for 15 Acres, bearing date the 20<sup>th</sup> day of January 1794, and  
Given under part of said Warrant is assigned by the aforesaid John  
Dorsey, unto Charles Perr, & he cometh to apply -  
I Certify as Surveyor for the County aforesaid, that I have carefully Surveyed  
and laid out, for and in the name of him the aforesaid Charles Perr by Virtue  
of Sever. Acres part of the before mentioned Warrant, all that Tract or parcel  
of Land, called the Addition, to all I Can Get, lying and being in the  
County aforesaid, Beginning for said Tract, at the end of the first  
line of a Tract of Land called all I Can Get Surveyed for Charles Perr the  
30<sup>th</sup> day of May 1770, and running thence with said Land, North sixty  
degrees East thirty perches, South sixty degrees East sixty one perches to  
the twenty sixth line of Owens Survey, then with said line Reversed, North  
twenty eight degrees East fifteen perches, & one half perch, to the end of the  
twenty fifth line of said Tract, still with said Land Reversed, North forty de  
grees West Seventy perches, South twenty one degrees West thirty perches  
South six degrees West thirty perches, to the end of the twenty fourth line of said

One Hundred and One perches, & one half perch, to the eightieth line of Addition  
on to Rays Adventure, then with said line South thirty five degrees East  
twenty three perches, & one half perch, to the end of said line, still with said  
Land, North sixty five degrees East eighty perches, then with a straight  
line to the first Beginning containing & now laid out for Twenty nine  
acres & three quarters of an acre of Land, Surveyed the 10<sup>th</sup> day of September  
1794 -

Archibald Orme

A Shows the Beginning

In addition to all I  
Can Get Beginning

No	Bearings	Perches
1	N 60 E	30
2	S 60 E	61
3	N 22 E	156
4	N 10 W	70
5	S 61 W	30
6	S 70 W	11
7	S 65 W	107
8	S 35 E	232
9	N 65 E	80

Plotted by a scale of 50 Poles in an Inch.

Beginning

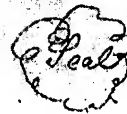
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For a Valuable Consideration, I do hereby Assign all my right  
 Title Interest & Demand whatsoever unto <sup>unto the Ball of George Washington</sup> 8 Acres part of a Common  
 Warrant granted me for 15 acres, on the 20<sup>th</sup> day of January 1794 & the  
 remaining 7 acres unto Charles Per, their Heirs & Assigns forever  
 as Witness my hand & Seal this the 28<sup>th</sup> day of January 1794

Witness

Thomas Hobbs

John Dorsey of John



True Copy Given for  
 Arch. Orme

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## PLAT No 3100

## SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown herein is correctly that it is a subdivision of land of the lands conveyed by William H. Horton to Rockville Land Company, Inc. by deed October 17, 1951 and recorded in Liber 1587 at Folio 214 among the Land Records of Montgomery County, Maryland, and that iron pipes marked "M-1" have been placed where shown on this plan.

April 12, 1952  
Date

*R. K. Maddox*  
R. K. Maddox, Co. Surveyor  
Montgomery County, Md.

Page	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Page	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

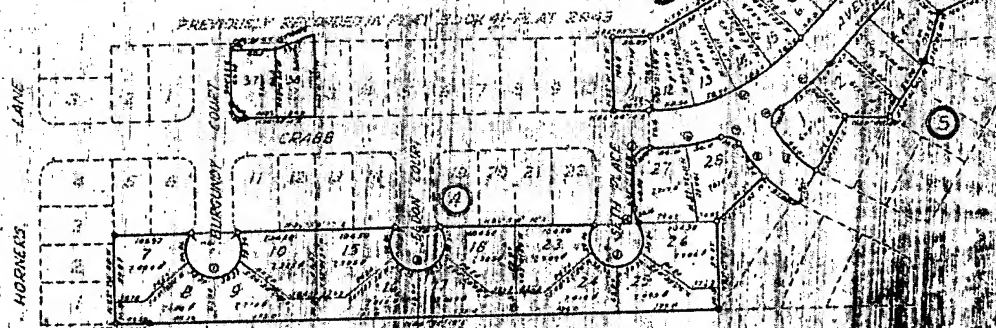
## OWNER'S DEDICATION

As Rockville Land Company, Inc., owner of the property shown and described herein hereby adopt this plan of subdivision establish the minimum building restriction here and dedicate the streets to public use.

There are no suits, action, leases, liens or trusts on the property included in this plan.

Date: April 7, 1952  
Rockville Land Company, Inc.

Attest: *Francis W. H. Strehling* Secretary  
Stephen B. Elkins, President



RESUBDIVISION OF LOTS 1 & 2 BLOCK 3  
AND  
PART OF BLOCKS 4 & 5

**MARYVALE**

TOWN OF ROCKVILLE  
MONTGOMERY COUNTY, MARYLAND

R. K. MADDOX  
Surveyor

Reviewed by Mayor S. Penn Council

Rockville, Maryland

Date: April 2, 1952

*Sasa A. Martin*  
Town Clerk

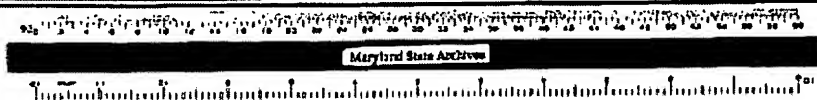
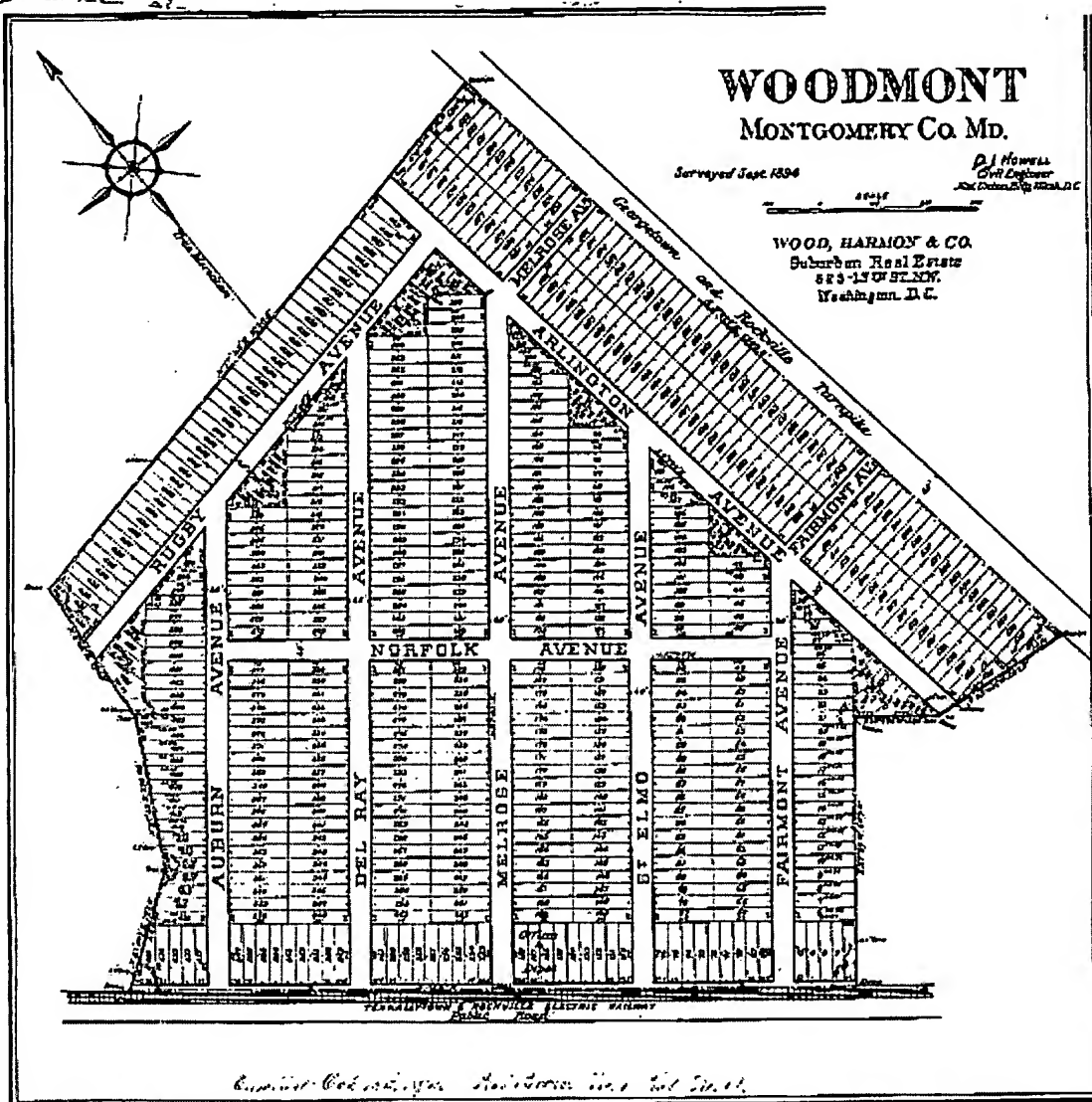
Witness

Date

Witness

128 001 2134-1311 P. 04114

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In response to appellant's argument that it is hindsight to conclude that "one skilled", having a knowledge of MoonShop in view of Galaty, is capable of rendering obvious the novel, and specifically and precisely described lunar parcels inventory presented by appellant in the specification and claim 17 of the present invention.

However, MoonShop in view of Galaty teaches capability to precisely identify parcels of real property [MoonShop, page 23, Galaty teaches precise subdividing of piece of real property].

In response to appellant's argument that MoonShop teaches away from appellant's present invention has been responded to earlier.

In response to appellant's argument that it is hindsight to conclude that "one skilled", having a knowledge of MoonShop in view of Galaty, is capable of the novel and specifically described Lunar Claim.

However, MoonShop teaches to registry for Lunar Property Owners, and, MoonShop teaches not to sell the same property twice [MoonShop, page 15].

In response to appellant's argument that it is hindsight to conclude that "one skilled", having a knowledge of MoonShop in view of Galaty, is capable of the novel described Lunar Claim Society.

However, as responded to earlier, MoonShop teaches to keep information on their clients.



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**(11) Related Proceeding(s) Appendix**

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

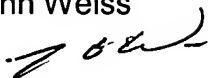
Respectfully submitted,

  
2/15/2006

Naresh Vig  
Examiner  
Art Unit 3629

Conferees:

John Weiss



Dean Nguyen

